



5100 Poplar Avenue • Suite 2414 • Memphis, TN 38137 • (901) 685-5348 • Fax (901) 684-5398

February 25, 1999

Ms. Autrey L. Brown  
Patent Department  
Dow Chemical Company  
2301 N. Brazosport Blvd.  
Freeport, TX 77541-3257

Dear Ms. Brown:

Enclosed is an original of the secrecy agreement between the Dow Chemical Company and Cedar Chemical Corporation. This original has been signed on behalf of Cedar. We have retained the second original for our files.

Sincerely,

A handwritten signature in black ink, appearing to read "Geoffrey L. Pratt", is written over a horizontal line.

Geoffrey L. Pratt  
Vice President  
Custom Manufacturing and  
Specialty Chemicals

Enclosure

9351964

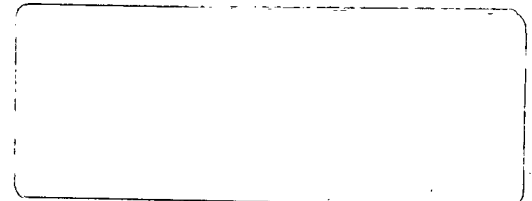


## CONFIDENTIALITY AGREEMENT

February 17, 1999

In order to protect certain proprietary, confidential information (Information) which may be exchanged between them, The Dow Chemical Company (DOW), having an address of: Patent Department, 2301 N. Brazosport Blvd., B-1211, Freeport, Texas 77541-3257, Attention: Gene L. Tyler; and Cedar Chemical, Inc., 24th Floor, 5100 Poplar Avenue, Memphis, Tennessee 38317 (CEDAR), Attn: Geoffrey L. Pratt, agree that:

1. The Effective Date of this Agreement is: the date of the last signed executing signature.
2. The Discloser(s) of Information is (are): BOTH PARTIES.
3. The Recipient(s) of Information is (are): BOTH PARTIES.
4. The Information disclosed under this Agreement is: process technology and all information generated by Recipient as a result of carrying out the purpose set forth in Paragraph 5.
5. The purpose for disclosing Information is: provide DOW and CEDAR an opportunity to evaluate CEDAR manufacturing diethyltoluenediamine (DETD) for DOW.
6. This Agreement covers Information disclosed between Effective Date and January 22, 2001 as well as any similar information already exchanged by the parties during previous negotiations and which the parties have held as confidential. Recipient's obligations shall expire on January 22, 2004.
7. Recipient agrees to maintain Information in confidence and not disclose Information to any third party except as expressly provided in this Agreement, and further agrees that upon the earlier of the termination of activity under this Agreement pursuant to Paragraph 6 or the accomplishment of the purpose for disclosure set forth in Paragraph 5, all Information will be returned to Discloser or destroyed. Recipient will not use Information except as provided for in Paragraph 5. Recipient shall use the same degree of care, but no less than a reasonable degree of care, as the Recipient uses to protect its own confidential information of a like nature to prevent disclosure of Information to third parties. Third parties include all governmental patent offices.
8. Recipient's obligations will apply only to Information that is: (a) disclosed in tangible form clearly identified as confidential at the time of disclosure; (b) disclosed initially in non-tangible form, identified as confidential at the time of disclosure and, within 30 days of the initial disclosure, is summarized and designated as confidential in writing and delivered to Recipient; or (c) generated by Recipient as set forth in Paragraph 4.
9. Recipient has no obligation with respect to any Information disclosed hereunder which: (a) was in Recipient's possession before receipt from Discloser; (b) is or becomes a matter of general public knowledge through no fault of Recipient; (c) is rightfully received by Recipient from a third party without an obligation of confidence; (d) is disclosed by Discloser to a third party without an obligation of confidence on the third party; (e) is independently developed by Recipient; or (f) is disclosed without obligation of confidence under operation of law, governmental regulation, or court order, provided Recipient first gives Discloser notice and uses all reasonable effort to secure confidential protection of such Information. Specific confidential Information shall not be considered to fall within the above exceptions merely because it is within the scope of more general information within an exception. A combination of features shall not be considered to fall within the above exceptions unless the combination itself, including its principles of operation, are within the exceptions.
10. All Information shall be provided at the sole discretion of Discloser. With respect to Information, DISCLOSER MAKES NO WARRANTIES OF ACCURACY, RELIABILITY, COMPLETENESS, MERCHANTABILITY OR FITNESS FOR ANY PURPOSE. INFORMATION IS PROVIDED ON AN "AS-IS" BASIS AND DISCLOSER EXPRESSLY DISCLAIMS ANY WARRANTIES WITH



RESPECT TO THE INFORMATION. Discloser shall not be liable for any consequential, punitive, exemplary or incidental damages arising out of the evaluation or use of Information by Recipient.

11. Neither party transfers any rights in Information. No rights are granted under any intellectual property rights of either party. This Agreement does not create any other obligations, including agency or partnership obligations, between the parties. This Agreement does not constitute an offer to sell Information. Results obtained by Recipient upon evaluation of Information shall be disclosed to Discloser. Copyrights on reports of results transferred to Discloser generated by Recipient based on the evaluation of Information shall be owned by Discloser.
12. Recipient will not knowingly export or reexport any Information, software or products (Samples) received from Discloser or the direct products of such Information or software to any country, person or entity or for any use prohibited by the U.S. Export Administration Regulations unless properly authorized by the U.S. Government. This assurance will be honored even after the expiration date of the agreement.
13. Information received from DOW Affiliates shall be treated with the same degree of care as if received directly from DOW. DOW may disclose Information received from Discloser to DOW Affiliates, consultants or third-party contractors on a need-to-know basis, subject to confidentiality terms consistent with this Agreement. DOW warrants that Dow Affiliates, consultants or third-party contractors will comply with the terms of this Agreement. DOW Affiliates means companies wherein DOW owns or controls, directly or indirectly, greater than fifty percent of the equity interest of the company or in which DOW has management control.
14. Information received from CEDAR Affiliates shall be treated with the same degree of care as if received directly from CEDAR. CEDAR may disclose Information received from Discloser to CEDAR Affiliates, consultants or third-party contractors on a need-to-know basis, subject to confidentiality terms consistent with this Agreement. CEDAR warrants that CEDAR Affiliates, consultants or third-party contractors will comply with the terms of this Agreement. CEDAR Affiliates means companies wherein CEDAR owns or controls, directly or indirectly, greater than fifty percent of the equity interest of the company or in which CEDAR has management control.
15. This Agreement can only be changed by a written document signed by all parties. The terms of this Agreement shall become effective upon the Effective Date when executed by all parties. This Agreement shall become voidable upon written notice by DOW in the event it is not executed by all parties within 120 days of the date first written above. This Agreement shall be governed according to the laws of the State of Michigan. The parties have caused this Agreement to be executed in duplicate and this Agreement may be signed in separate counterparts.

THE DOW CHEMICAL COMPANY

CEDAR CHEMICAL CORPORATION



By: *Kathy Hock*  
 Name: KATHRYN HOCK  
 Title: DIRECTOR  
 Date: 23 FEB/1999

By: *Geoffrey L Pratt*  
 Name: GEOFFREY L PRATT  
 Title: V. P. CUSTOM MFG  
 Date: 25 FEBRUARY 1999

GLT/alb  
cedar